



## DECLARATION FOR UTILITY PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name:

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

### GENES FOR MODIFYING PLANT TRAITS

the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98.

I hereby claim foreign priority benefits under Title 35 United States Code, § 119(a)-(d) or 365(a)-(b) of any foreign applications for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

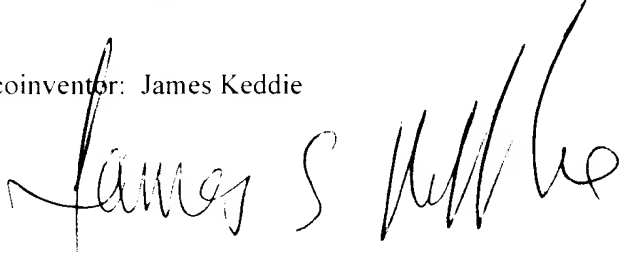
I hereby claim the benefit of priority under Title 35 United States Code, § 119(e) of any United States provisional application(s) listed below:

Provisional Serial Nos. 60/166,228	Filing Dates: 11/17/1999
60/197,899	04/17/2000
60/227,439	08/22/2000

I hereby claim the benefit under Title 35 United States Code, § 120 of any United States applications listed below and, insofar as this is a continuation-in-part application filed under the conditions set forth in 35 United States Code, § 120, which discloses and claims subject matter in addition to the prior copending application(s) listed below. I acknowledge the duty to disclose to the United States Patent Office all information known to be material to patentability as defined in Title 37 Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first joint coinventor: James Keddie

Inventor's signature: 


Date: 12/5/01

Citizenship: U.K.

Residence: 54 McLellan Avenue, San Mateo, CA 94403

Post Office Address: Same as above.

Full name of second joint coinventor: Robert Creelman

Inventor's signature: 


Date: 11/22/01

Citizenship: U.S.

Residence: 2801 Jennifer Drive, Castro Valley, CA 94546

Post Office Address: Same as above.

Full name of third joint coinventor: Guo-Liang Yu

Inventor's signature: 

Date: 11/29/01

Citizenship: U.S.

Residence: 242 Gravatt Drive, Berkeley, CA 94705

Post Office Address: Same as above.

Full name of fourth joint coinventor: Luc Adam

Inventor's signature:

Date:

Citizenship: Canada

Residence: 25800 Industrial Blvd. Apt. L403, Hayward, CA 94545

Post Office Address: Same as above.

Full name of fifth joint coinventor: Jose Luis Riechmann

Inventor's signature:

Date:

Citizenship: Spain.

Residence: 115 Moss Avenue, Apt. 308, Oakland, CA 94611

Post Office Address: Same as above.

Full name of sixth joint coinventor: Jacqueline Heard

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 810 Guilford Avenue, San Mateo, CA 94402

Post Office Address: Same as above.

Full name of seventh joint coinventor: Raymond Samaha

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 2041 Sellars Court, Capitola, CA 95010

Post Office Address: Same as above.

Full name of eighth joint coinventor: Marsha Pilgrim

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 790 Saltillo Place, Fremont, CA. 94536

Post Office Address: Same as above.

Full name of fourth joint coinventor: Luc Adam

Inventor's signature:

Date:

Citizenship: Canada

Residence: 25800 Industrial Blvd. Apt. L403, Hayward, CA 94545

Post Office Address: Same as above.

Full name of fifth joint coinventor: Jose Luis Riechmann

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Date:

Citizenship: U.S.

Residence: 810 Guilford Avenue, San Mateo, CA 94402

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Full name of seventh joint coinventor: Raymond Samaha

Inventor's signature:

Date: 12/10/01

Citizenship: U.S.

Residence: 2041 Sellars Court, Capitola, CA 95010

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Full name of eighth joint coinventor: Marsha Pilgrim

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Inventor's signature:

Date:

Citizenship: U.S.

Residence: 2041 Sellars Court, Capitola, CA 95010

Post Office Address: Same as above.

Full name of eighth joint coinventor: Marsha Pilgrim

Inventor's signature:

Date: 11/25/01

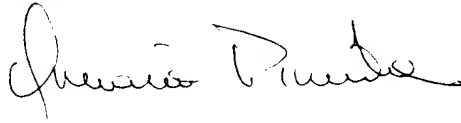
Citizenship: U.S.

Residence: 790 Saltillo Place, Fremont, CA. 94536

Post Office Address: Same as above.

Full name of ninth joint coinventor: Omaira Pineda

Inventor's signature:



Date: 12/4/01

Citizenship: Columbia

Residence: 4060 9th Place, Vero Beach, FL 32960

Post Office Address: Same as above.

Full name of tenth joint coinventor: Cai-Zhong Jiang

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 34495 Heathrow Terrace, Fremont, CA. 94555

Post Office Address: Same as above.

Full name of eleventh joint coinventor: Oliver Ratcliffe

Inventor's signature:

Date:

Citizenship: U.K.

Residence: 814 East 21st Street, Oakland, CA. 94606

Post Office Address: Same as above.

Full name of twelfth joint coinventor: Lynne Reuber

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 1115 S. Grant, San Mateo, CA. 94402

Post Office Address: Same as above.

Full name of ninth joint coinventor: Omaira Pineda

Inventor's signature:

Date:

Citizenship: Columbia

Residence: 4060 9th Place, Vero Beach, FL 32960

Post Office Address: Same as above.

Full name of tenth joint coinventor: Cai-Zhong Jiang

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 34495 Heathrow Terrace, Fremont, CA. 94555

Post Office Address: Same as above.

Full name of eleventh joint coinventor: Oliver Ratcliffe

Inventor's signature:

Date:

Citizenship: U.K.

Residence: 814 East 21st Street, Oakland, CA. 94606

Post Office Address: Same as above.

Full name of twelfth joint coinventor: Lynne Reuber

Inventor's signature:

Date: 11/28/01

Citizenship: U.S.

Residence: 1115 S. Grant, San Mateo, CA. 94402

Post Office Address: Same as above.

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Full name of first joint coinventor: James Keddle

Inventor's signature:

Date:

Citizenship: U.K.

Residence: 54 McLellan Avenue, San Mateo, CA 94403

Post Office Address: Same as above.

Full name of second joint coinventor: Robert Creelman

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 2801 Jennifer Drive, Castro Valley, CA 94546

Post Office Address: Same as above.

Full name of third joint coinventor: Guo-Liang Yu

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 242 Gravatt Drive, Berkeley, CA 94705

Post Office Address: Same as above.

Full name of ninth joint coinventor: Omaira Pineda

Inventor's signature:

Date:

Citizenship: Columbia

Residence: 4060 9<sup>th</sup> Place, Vero Beach, FL 32960

Post Office Address: Same as above.

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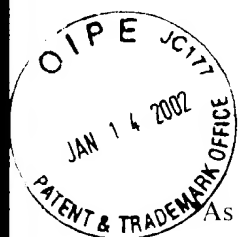
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Citizenship: U.S.

Residence: 2801 Jennifer Drive, Castro Valley, CA 94546

Post Office Address: Same as above.

Full name of third joint coinventor: Guo-Liang Yu

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 242 Gravatt Drive, Berkeley, CA 94705

Post Office Address: Same as above.

Full name of fourth joint coinventor: Luc Adam

Inventor's signature:

Date:

Citizenship: Canada

Residence: 25800 Industrial Blvd. Apt. L403, Hayward, CA 94545

Post Office Address: Same as above.

Full name of fifth joint coinventor: Jose Luis Riechmann

Inventor's signature:

Date:

Citizenship: Spain.

Residence: 115 Moss Avenue, Apt. 308, Oakland, CA 94611

Post Office Address: Same as above.

Full name of sixth joint coinventor: Jacqueline Heard

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 810 Guilford Avenue, San Mateo, CA 94402

Post Office Address: Same as above.

Full name of seventh joint coinventor: Raymond Samaha

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 2041 Sellars Court, Capitola, CA 95010

Post Office Address: Same as above.

Full name of eighth joint coinventor: Marsha Pilgrim

Inventor's signature:

Date:

Citizenship: U.S.

Residence: 790 Saltillo Place, Fremont, CA. 94536

Post Office Address: Same as above.

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Robert Creelman, (hereinafter termed "Inventor"), having a residence at, 2801 Jennifer Drive, Castro Valley, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance

all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: 11/28/01



Robert Creelman

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, James S. Keddie, (hereinafter termed "Inventor"), having a residence at, 54 McLellan Avenue, San Mateo, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title



and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

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Date:

12/5/01

  
James S. Keddie

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Guo-Liang Yu, (hereinafter termed "Inventor"), having a residence at 242 Gravatt Drive, Berkeley, California, has invented certain new and useful improvements in:

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and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

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NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date:

  
Luc Adam

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Jose Luis Riechmann, (hereinafter termed "Inventor"), having a residence at, 115 Moss Avenue, Apt. 308, Oakland, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date:

4/28/01

Jose Luis Riechmann

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Jacqueline Heard, (hereinafter termed "Inventor"), having a residence at 810 Guilford Avenue, San Mateo, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents, and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said



applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: 11/28/07

  
Jacqueline Heard

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Raymond Samaha, (hereinafter termed "Inventor"), having a residence at, 2041 Sellars Court, Capitola, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

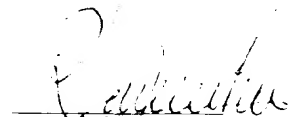
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: 12/14/01

  
Raymond Samaha

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Marsha Pilgrim, (hereinafter termed "Inventor"), having a residence at, 790 Saltillo Place, Fremont, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date:

Marsha Pilgrim 11/25/01  
Marsha Pilgrim

DUPLICATE

ASSIGNMENT

WHEREAS, the undersigned, Omaira Pineda, (hereinafter termed "Inventor"), having a residence at 4060 9<sup>th</sup> Place, Vero Beach, Florida, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

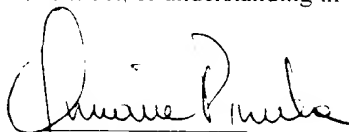
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: 12/4/01

  
Omaira Pineda

DUPLICATE

ASSIGNMENT

WHEREAS, the undersigned, Cai-Zhong Jiang, (hereinafter termed "Inventor"), having a residence at 34495 Heathrow Terrace, Fremont, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said



applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date: 11/25/01

Cai-Zhong Jiang  
Cai-Zhong Jiang

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Oliver Ratcliffe, (hereinafter termed "Inventor"), having a residence at, 814 East 21<sup>st</sup> Street, Oakland, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

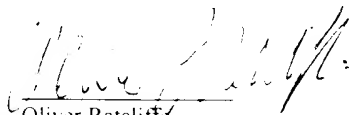
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date:

11/24/01   
Oliver Ratcliffe

ASSIGNMENT

DUPLICATE

WHEREAS, the undersigned, Lynne Reuber, (hereinafter termed "Inventor"), having a residence at, 1115 S. Grant, San Mateo, California, has invented certain new and useful improvements in:

**GENES FOR MODIFYING PLANT TRAITS**

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

On \_\_\_\_\_;

Or

Said application having Application Number 09/713,994 and filed on 16<sup>th</sup> November, 2000.

WHEREAS Mendel Biotechnology, Inc. (hereinafter termed "Assignee"), a corporation of California, having a place of business at 21375 Cabot Boulevard, Hayward, California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title

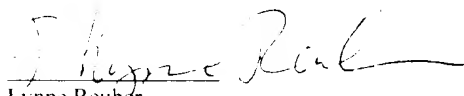
and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, and his or her heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that the inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date:

1/23/01

  
Lynne Reuber

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



In re application of:

James KEDDIE *et al.*

Appl. No: 09/713,994

Filed: November 16, 2000

For: GENES FOR MODIFYING PLANT TRAITS

Art Unit: Unassigned

Examiner: Unassigned

POWER OF ATTORNEY BY ASSIGNEE  
UNDER 37 C.F.R. § 3.71

Commissioner of Patents  
Washington, D.C. 20231

Sir:

The undersigned ASSIGNEE having the entire right, title and interest in the above-identified application for letters patent hereby appoints, both jointly and severally, as its attorneys, with full power of substitution and revocation:

David J. Kulik, Registration No. 36,576; Floyd B. Chapman, Registration No. 40,555; Gregory R. Lyons, Registration No. 37,666; James H. Wallace, Jr., Registration No. 25,541; Scott Bain, Registration No. 46,357; James T. Bruce, III, Registration No. 31,491; Christopher Mills, Registration No. 46,934; Mark Pacella, 46,974; Christopher Hale, Registration No. 48,940; David Walker, Registration No. 43,976; and Kevin Anderson, Registration No. 43,471 of the firm

Wiley Rein & Fielding LLP, 1776 K Street NW, Washington, DC, 20006, associated with **Customer Number 29693**,

to prosecute this application, and any continuations, divisionals, reissues and reexaminations thereof or foreign or international applications corresponding thereto, and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be the exclusion of the inventors and the inventors' attorneys.

Direct all telephone calls to David J. Kulik, Esq. at 202-719-7000.

Direct all correspondence to:

**WILEY REIN & FIELDING LLP**  
**Intellectual Property Department**  
**1776 K Street NW**  
**Washington, DC 20006**

**CERTIFICATION UNDER 37 C.F.R. § 3.73(b)**

The following evidentiary documents establish a chain of title from the original owner(s) or inventor(s) to the ASSIGNEE as required under 37 C.F.R. § 3.73(b).

  X   A copy of an Assignment is attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording.

       The Assignment has been recorded on                      at reel       , frame(s)                     .

Pursuant to 37 C.F.R. § 3.73(b), the undersigned ASSIGNEE hereby states (1) that the person signing below is authorized to act on behalf of the ASSIGNEE and (2) that the evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, all title and interest are in the identified ASSIGNEE.

ASSIGNEE: MENDEL BIOTECHNOLOGY, INC.

By:   
(SIGNATURE)

Name: David J. Kulik  
(TYPED)

Title: Esq.

Date: Dec 1 2001